

Monsanto

FROM NAME & LOCATION: R. A. Miller - JFQ/WGK Purchasing

24

DATE December 1, 1972

cc W. C. Petty - JFQ

SUBJECT CONTRACT NO. 02-03-0563
1973 SOLID WASTE DISPOSAL
REFERENCE SAUGET AND COMPANY

TO : MESSRS.: J. W. Brown - JFQ
B. B. Byrne - JFQ
J. W. Dalton - WGK
C. N. Deubner - WGK
M. R. Foresman - WGK
P. F. Gatens - JFQ
J. F. Hart - WGK
P. E. Heisler - WGK
D. C. Malm - JFQ
R. G. Moody - WGK
A. E. Peterson - JFQ
H. G. Rayfield - WGK
M. T. Schade - JFQ
M. J. Smid - JFQ
L. W. Sprandel - WGK
G. W. Watson - WGK
R. L. Wiese - JFQ
B. R. Williams - WGK

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Enclosed is a copy of our 1973 "trash dump" contract with Sauget and Company. 1972 pricing of \$11,000 per annum (\$8M for WGK and \$3M for JFQ) remains in effect. If you have any comments or questions, please call me.

Dick

R. A. Miller

/rs
encls.

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IN-10 REV 11-88

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AGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into as of January 1, 1973, by and between SAUGET AND COMPANY, a Delaware corporation located in Sauget Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and the MONSANTO COMPANY, a Delaware corporation with General Offices at St. Louis, Missouri, hereinafter called "Monsanto".

WITNESSETH THAT:

WHEREAS, Monsanto operates chemical industries situated in Sauget Village, Centerville Township, St. Clair County, Illinois, and at 1700 South Second Street, St. Louis, Missouri, and desires to dispose of refuse materials from said industries, and

WHEREAS, Sauget is willing to permit the disposal of such refuse by Monsanto on Sauget's property upon the terms and conditions hereinafter set out,

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Sauget agrees as follows:

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- a. To permit Monsanto to haul to said dump any or all refuse resulting from the normal operations at Monsanto's chemical plants.
- b. To allow contractors performing work for Monsanto at its W. G. Krummrich Plant and

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refuse resulting from such work upon presentation of a permit issued by Monsanto identifying the contractor,

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the project involved and the term of such project. One permit shall be sufficient for each contractor for each project for the term of such project. Such contractor shall comply with all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Environmental Protection Agency or otherwise, and, in the event that such contractor violates any of said rules and regulations, Sauget may cancel such permit and, if it does so, shall notify Monsanto in writing of such cancellation.

- c. To permit at any time, day or night, including Saturdays, Sundays and Holidays, the unloading of the refuse which Monsanto or its contractors hauls to said dump and to furnish labor for the purpose of supervising and directing such unloading.
- d. To maintain the dump at all times in such condition as to allow the refuse to be freely unloaded without delay.
- e. To maintain at all times access for trucks to dump from the nearest improved road.
- f. To wash refuse container boxes at the dump when requested by Monsanto so long as

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water is available, without cost, for use by Sauget.

- g. To hold Monsanto harmless from and indemnify Monsanto against any and all liability, loss or expense that might arise by reason of damage to property or crops or injury to person or persons resulting directly or indirectly from the operation of said dump, from materials deposited therein or from Monsanto's use thereof.
- h. To treat as Monsanto's confidential property and not use or disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work hereunder, any information (including any technical information, experience or data) regarding Monsanto's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of Sauget or his employees in the performance of the work or which may be developed by Sauget in the course of Sauget's performance of the work

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without in each instance securing the prior written consent of Monsanto. Nothing herein, however, shall prevent Sauget from disclosing to others or using in any manner information which Sauget can show:

- (1) has been published and has become part of the public domain other than by acts or omissions of Sauget or his employees;
- (2) has been furnished or made known to Sauget by third parties as a matter of right and without restriction on disclosure; or
- (3) was in his possession at the time he entered into this Agreement and which was not acquired by Sauget directly or indirectly from Monsanto, its employees or its agents. Sauget shall restrict the knowledge of all information regarding the work to as few as possible of his employees (and only to those directly connected with the performing of the work) and shall also, upon request by Monsanto, cause such persons involved in the work on Sauget's behalf as Monsanto designates to sign individual secrecy agreements in a form satisfactory to Monsanto.

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2. Monsanto agrees as follows:

- a. To pay to Sauget at the end of the year 1973 the sum of Eleven Thousand Dollars (\$11,000.00).
- b. To furnish cinders as they are available from the W. G. Krummrich Plant and the J. F. Queeny Plant. Such cinders are to be used in the maintenance of the dump as Monsanto deems necessary.
- c. To neutralize with lime any refuse containing acid.
- d. All dumping at said dump by Monsanto and by its contractors shall be in conformity with any and all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Environmental Protection Agency or otherwise.

3. This Agreement shall commence with the date set forth at its beginning and shall continue for a period of twelve (12) months unless sooner terminated by either party giving to the other party at least ninety (90) days' written notice of that party's intention to cancel same. This notice period is waived in the event the Illinois Environmental Protection Agency shall prevent either party from continued performance hereunder.

4. Should this Agreement be terminated prior to December 31, 1973, then payment shall be prorated on the basis of Eleven Thousand Dollars (\$11,000.00) per year for the year 1973.

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IN WITNESS WHEREOF, this Agreement has been executed on behalf of each party as of the day and year set forth at its beginning.

MONSANTO COMPANY

By R.Q. Miller
Title Purchasing Supt.
Witness René Sanders

SAUGET AND COMPANY

By Paul Langst
Title President
Witness Betty Jo Long

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